

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

AMERICAN EUROPEAN INSURANCE
COMPANY, ANITA SALBERG and
FAMILY ESTATES DEVELOPMENT
COMPANY INC., individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

MEADOWBROOK INSURANCE GROUP,
INC., ROBERT S. CUBBIN, and KAREN M.
SPAUN,

Defendants.

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: December 8, 2014

13 Civ. 5748 (KPF)

13 Civ. 7094 (KPF)

**STIPULATION OF DISMISSAL
WITH PREJUDICE**

The parties hereby stipulate to the dismissal of this action with prejudice by the undersigned plaintiffs as to Defendants Meadowbrook Insurance Group, Inc. ("Meadowbrook"), Robert S. Cubbin, and Karen M. Spaun (collectively, "Defendants") pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), and as grounds therefor state as follows:

WHEREAS, on January 31, 2014, plaintiffs American European Insurance Company ("AEIC"), Family Estates Development Company Inc. ("FEDCI") , and Anita Salberg (collectively, "Plaintiffs") were appointed as the Lead Plaintiffs for this action;

WHEREAS, Defendants deny that they engaged in any wrongful acts or are liable on any of the claims in this action;

WHEREAS, this action has not been certified as a class action;

WHEREAS, in consideration of the covenants and agreements contained in this Stipulation, the undersigned parties hereby stipulate and agree as follows:

1. Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), this action be dismissed with prejudice

by the undersigned plaintiffs as to all Defendants, with each side to bear its own attorneys' fees and costs incurred in connection with this action;

2. The undersigned parties mutually agree not to seek or assert any claim against the other(s) for fees, expenses, costs, sanctions (including any claim under Fed. R. Civ. P. 11) and/or any other claim that the action was brought or defended in bad faith or without a reasonable basis;

3. This Stipulation constitutes the entire and complete agreement between the undersigned parties, the terms and conditions contained herein are contractual and not a mere recital, and such terms and conditions shall not be amended, supplemented or abrogated other than by a written instrument signed by each affected party hereto, or by the authorized representative of each party; and

4. This Stipulation shall not be construed against the party preparing it, but shall be construed as if the parties jointly prepared this Stipulation, and any uncertainty or ambiguity shall not on the ground of authorship be interpreted against any one party.

THEREFORE, it is hereby stipulated and agreed by all undersigned parties that this action be dismissed with prejudice as to all Defendants, pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii).

DATED: December 3, 2014

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The Clerk of Court is directed to terminate all pending motions, adjourn all remaining dates, and close this case.

Dated: December 8, 2014
New York, New York

SO ORDERED.



HON. KATHERINE POLK FAILLA
UNITED STATES DISTRICT JUDGE